

Fill in this information to identify the case:

Debtor 1 DAMIAN CROSSAN

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: EASTERN DISTRICT OF PENNSYLVANIA

Case number 16-14346

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: Ditech Financial LLCCourt Claim no. (if known): 0

Last four digits of any number
You use to identify the debtor's account: 3012

Date of Payment change:
Must be at least 21 days after date 12/01/2016
Of this notice

New total payment \$1,052.90
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: ANNUAL ESCROW ANALYSIS

Current escrow payment: \$ 416.68New escrow payment: \$ 415.89

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____ %

New interest rate: _____ %

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1 DAMIAN CROSSAN

Case number (if known) 16-14346

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐

I am the creditor.

☒

I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ TYLER SCARBOROUGH
Signature

Date 11/09/2016

Print TYLER SCARBOROUGH
Company Ditech Financial LLC
Address P.O. Box 6154
Rapid City, SD 57709-6154
Contact phone 888-298-7785

Title Bankruptcy Representative

Email poc.team@ditech.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: DAMIAN CROSSAN

NO. 16-14346

CERTIFICATE OF SERVICE

I, Tyler Scarborough, do hereby certify that I have served a true and correct copy of the **Notice of Mortgage Payment Change** filed by Ditech Financial LLC on 11/9/2016 via ECF notification service and/or USPS mail to debtor, attorney and, trustee: Damian Crossan, 2600 Prescott Road, Havertown, PA 19083; FRANKLIN A. BENNETT, III, frank@bennettlaw.us; FREDERICK L. REIGLE, ecfmail@fredreiglech13.com.

DATED: This the 9th day of November, 2016.

/s/ Tyler Scarborough

TYLER SCARBOROUGH
Bankruptcy Specialist
Ditech Financial LLC
P.O. Box 6154
Rapid City, SD 57709



Rapid City, SD 57701
1(800) 643-0202

2600 PRESCOTT RD
HAVERTOWN PA 19083-1311

ESCROW ACCOUNT DISCLOSURE STATEMENT

IF YOU FILED BANKRUPTCY, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT BUT INSTEAD
A LEGALLY REQUIRED NOTICE REGARDING YOUR ESCROWED TAXES AND INSURANCE.

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - ACCOUNT HISTORY STATEMENT OF ACTUAL ESCROW ACCOUNT ACTIVITY

ACCOUNT NUMBER: [REDACTED] December 2015 THROUGH November 2016 DATE: 10/12/16
PAST YEARS PAYMENT BREAKDOWN: Principal & Interest Payment 637.01
Escrow Payment 416.68
TOTAL PRINCIPAL, INTEREST & ESCROW PAYMENT** 1053.69

MONTH	PAYMENTS TO ESCROW		PAYMENTS FROM ESCROW			ESCROW BALANCE		
	PROJECTED	ACTUAL	PROJECTED	DESCRIPTION	ACTUAL	DESCRIPTION	PROJECTED	ACTUAL
Dec 15 E		416.68			0.00		-707.63	SB
Jan 16 E		416.68			0.00		-290.95	
Feb 16 E		416.68			268.91	COUNTY	125.73	
Feb 16			956.56	CITY/TOWN/BOROU			-683.06	LP
Mar 16 E		416.68			0.00		-266.38	
Apr 16 E		416.68			0.00		150.30	
May 16 E		416.68			0.00		566.98	
Jun 16 E		416.68			0.00		983.66	
Jul 16 E		416.68			0.00		1400.34	
Aug 16 E		416.68	1691.07	SCHOOL			125.95	
Sep 16 E		416.68			0.00		542.63	
Oct 16 E		416.68			0.00		959.31	
Nov 16 E		416.68			0.00		1375.99	
TOTALS		5000.16			2916.54			

AN (E) INDICATES AN ESTIMATE WAS USED BECAUSE PAYMENTS AND/OR DISBURSEMENTS HAVE NOT BEEN POSTED FOR THE MONTH INDICATED. A (P) INDICATES THE PAYMENT HAS BEEN POSTED FOR THE MONTH INDICATED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE ANTICIPATED PAYMENTS FROM ESCROW AND THE ACTUAL PAYMENTS FROM ESCROW. "SB" EQUALS STARTING BALANCE. "PMT" IDENTIFIES PAYMENT ACTIVITY. "INT" INDICATES AN ESCROW INTEREST CREDIT AMOUNT. "ADV" IDENTIFIES CORPORATE ADVANCE ACTIVITY. THE INFORMATION PROVIDED DOES NOT REQUIRE ANY ACTION ON YOUR PART. IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR TOLL FREE NUMBER (800) 643-0202.

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS

ACCOUNT NUMBER: [REDACTED] December 2016 THROUGH November 2017 DATE: 10/12/16
PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED.
THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED UPON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

-----PROJECTED ESCROW DISBURSEMENTS-----
CITY/TOWN/BOROU 956.56
COUNTY 268.91
HAZARD/FIRE 1528.22
SCHOOL 1691.07

TOTAL PROJECTED ESCROW DISBURSEMENTS: 4444.76 ESCROW PAYMENT CALCULATION: 4444.76 / 12 = 370.40

MONTH	TO ESCROW	FROM ESCROW	-----PROJECTED PAYMENTS-----		-----ESCROW BALANCE-----	
			DESCRIPTION	STARTING BALANCE	PROJECTED	REQUIRED
Dec 16	370.40	1528.22	HAZARD/FIRE	1375.99	218.17	855.07
Jan 17	370.40	0.00		588.57	1225.47	
Feb 17	370.40	0.00		958.97	1595.87	
Mar 17	370.40	956.56	CITY/TOWN/BOROU	103.90	740.80	
Mar 17		268.91	COUNTY			
Apr 17	370.40	0.00		474.30	1111.20	
May 17	370.40	0.00		844.70	1481.60	
Jun 17	370.40	0.00		1215.10	1852.00	
Jul 17	370.40	0.00		1585.50	2222.40	
Aug 17	370.40	1691.07	SCHOOL	264.83	901.73	
Sep 17	370.40	0.00		635.23	1272.13	
Oct 17	370.40	0.00		1005.63	1642.53	
Nov 17	370.40	0.00		1376.03	2012.93	
TOTALS	4444.80	4444.76				

CUSHION SELECTED BY SERVICER: 740.80

YOUR ENDING ESCROW BALANCE FROM THE LAST MONTH OF THE ACCOUNT HISTORY IS \$1375.99, YOUR STARTING BALANCE ACCORDING TO THIS ANALYSIS SHOULD BE \$2012.89. THIS MEANS YOU HAVE A SHORTAGE OF \$-636.90. THIS SHORTAGE WILL BE COLLECTED FROM YOU OVER A PERIOD OF 12 MONTHS OR MORE UNLESS THE SHORTAGE IS LESS THAN 1 MONTH'S DEPOSIT, IN WHICH CASE WE HAVE THE ADDITIONAL OPTION OF REQUESTING PAYMENT WITHIN 30 DAYS. WE HAVE DECIDED TO COLLECT IT OVER 14 MONTHS.

NAME: Damian Crossan

Continue of Account: [REDACTED]

For ESCROW DISCLOSURE STATEMENT

PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE NEXT ESCROW ACCOUNTING COMPUTATION YEAR.

NEW MONTHLY PRINCIPAL, INTEREST & ESCROW PAYMENT EFFECTIVE 12/01/2016

Principal & Interest Payment	637.01
Escrow Payment	370.40
Shortage Payment	45.49
Deficiency Payment	0.00
Surplus Spread	0.00
TOTAL	1052.90

FOR ADJUSTABLE RATE MORTGAGES: THE TERMS OF YOUR ACCOUNT MAY RESULT IN CHANGES TO THE MONTHLY PRINCIPAL AND INTEREST PAYMENTS DURING THE YEAR.

**THIS AMOUNT DOES NOT REFLECT ANY NON-ESCROWED AMOUNTS DUE. PLEASE REFER TO YOUR MONTHLY INFORMATIONAL STATEMENT FOR THE TOTAL PAYMENT DUE.

IF YOU FILED BANKRUPTCY, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INSTEAD A LEGALLY REQUIRED NOTICE REGARDING YOUR ESCROWED TAXES AND INSURANCE.

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DITECH MORTGAGE CORP", A CALIFORNIA CORPORATION,
"DT HOLDINGS LLC", A DELAWARE LIMITED LIABILITY COMPANY,
WITH AND INTO "GREEN TREE SERVICING LLC" UNDER THE NAME OF
"GREEN TREE SERVICING LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF
AUGUST, A.D. 2015, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF
AUGUST, A.D. 2015, AT 12:05 O'CLOCK A.M.

2458190 8100M

151168309

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2641973

DATE: 08-13-15

STATE OF DELAWARE CERTIFICATE OF MERGER

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned hereby executes the following Certificate of Merger:

FIRST: The surviving limited liability company is **Green Tree Servicing LLC**, a Delaware limited liability company, and the corporation and limited liability company being merged into this surviving limited liability company are:

DT Holdings LLC, a Delaware limited liability company, and
Ditech Mortgage Corp, a California corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and limited liability companies pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: The name of the surviving limited liability company is hereby amended to **Ditech Financial LLC**, a Delaware limited liability company (as such surviving entity, the "Surviving Limited Liability Company").

FOURTH: The mergers are to become effective as of 12:05 AM EDT on August 31, 2015.

FIFTH: The Agreement and Plan of Merger is on file at 3000 Bayport Drive, Suite 880, Tampa, FL 33607, the principal place of business of the Surviving Limited Liability Company.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Limited Liability Company on request, without cost, to any stockholder or member of the constituent corporations or limited liability companies, as applicable.

[The remainder of page intentionally left blank.]

IN WITNESS WHEREOF, said Surviving Limited Liability Company has caused this certificate to be signed by an authorized officer, the 4th day of August, 2015.

GREEN TREE SERVICING LLC

By: Wanda Lamb-Lindow

Name: Wanda Lamb-Lindow

Title: Assistant Secretary